REMARKS/ARGUMENTS

The office action of May 5, 2004 has been carefully reviewed and these remarks are responsive thereto. Claims 1-8 and 13-16 remain in this application. Claims 17-51 have been added. No new matter has been added. Reconsideration and allowance of the instant application are respectfully requested.

Claim Rejections 35 U.S.C. § 112

Claims 2-4 and 16 stand rejected under 35 U.S.C. § 112 ¶ 2 as being indefinite. The office action alleges that claims 2, 3, and 16 lack antecedent basis for the phrase "the common carrier system" in the claims. The office action further alleges that with respect to claim 4, the phrase "at least one of the registered entities" is indefinite. The office action contends that the phrase "any entity registered" recited in claim 4 positively claims only a single entity. As a result, it is unclear who "the registered entities" are.

Although Applicants disagree with the office action's allegation that the claims are indefinite, Applicants have amended the claims to clarify the recitations to which the office action objects.

Claim Rejections 35 U.S.C. § 101

Claims 1-8 and 13-16 stand rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. The office action alleges that the claims recite only an abstract idea because the steps of sending a booking request through a user interface does not apply, involve, use, or advance the technological arts as each of the steps can be performed in the mind of the user or with a pencil and paper. The office action contends that Applicants have defined a user interface as merely a way of communication, and thus the steps in the claims constitute only an idea of how to submit a booking request.

Applicants have addressed these claim rejections through clarifying amendments.

Claim Rejections 35 U.S.C. § 102

Claims 1-8 and 13-16 stand rejected under 35 U.S.C. § 102(e) as being anticipated by *Kluss*, U.S. Pat. No. 6,463,419 ("*Kluss*"). Applicants respectfully traverse the rejections for at least the following reasons.

Claim 1 recites:

> A common carrier system comprising:
>
> a common carrier interface enabling a user to create an electronic booking request, to submit the electronic booking request to one of any entities registered with the system and to receive confirmation of the electronic booking request from the one of any entities.

The office action alleges that *Kluss* discloses the use of a system comprising a common carrier interface at Figure 17 and at column 4, lines 34-55. The office action further alleges that *Kluss* discloses at column 9, lines 23-29 the interface enabling a user to create a booking request, submit the booking request to an entity then receive the confirmation from the entity.

Applicants submit that *Kluss* fails to teach or suggest at least a common carrier interface which enables a user "to create an electronic booking request" as recited in claim 1. *Kluss*, at column 9, lines 23-29 states the following:

> A charterer having cargo requirements which match the ship owner's ship information may then contact the ship owner, e.g. via e-mail, and enter negotiations for completing a charter party contract (step 1506). If the negotiations are successful both parties then finalize a charter party agreement and the system stores the contract in the contract database 48 (step 1508).

Plainly, the cited passage states only that a charterer can contact a ship owner and enter into negotiations with the ship owner. It does not teach or otherwise suggest "creat[ing] an electronic booking request" as recited in claim 1. Moreover, *Kluss* fails to disclose "receiv[ing] confirmation of the electronic booking request from the one of any entities" as recited in claim 1. Rather, *Kluss* merely provides that the system stores a finalized contract in the database. However, no confirmation sent to and received by the user is shown. Accordingly, claim 1 is allowable over *Kluss*.

Claims 2-8 depend from claim 1 and are also allowable as being dependent on an allowable base claim, and further in view of the following.

Claim 2 recites:

> The system according to claim 1, wherein the electronic booking
> request is created from a template stored on the common carrier
> system, wherein the template was created by the user prior to the
> creation of the electronic booking request.

The office action alleges that *Kluss* discloses each and every feature of claims 2-4 in that the user interface can be customized by the user at column 7, line 42 through column 8 line 2, and further at column 14, lines 49-65. Applicants submit that *Kluss* fails to teach, suggest, or otherwise disclose a common carrier system wherein the electronic booking request is "created from a template ... wherein the template was created by the user prior to the creation of the electronic booking request." *Kluss* shows, at most, the use of standard forms for completing charter party contacts. *Kluss* does not teach that any template was created by the user prior to the creation of the electronic booking request. Accordingly, claim 2 is allowable for at least this additional reason.

Claim 3 recites:

> The system according to claim 1, wherein the electronic booking
> request is created from a previously drafted electronic booking
> stored on the common carrier system, wherein the previously
> drafted electronic booking was created by the user or any other
> user prior to the creation of the electronic booking request.

Applicants submit that *Kluss* fails to teach or suggest an "electronic booking request ... wherein the previously drafted electronic booking request was created by the user or any other user prior to the creation of the electronic booking request." At most, *Kluss* shows that offers are stored in an offers database ("[t]he offers database 51 is operative to store offers made by ship owners to charterers for handling a particular cargo," col. 7, lines 37-39). *Kluss* does not provide any indication that these offers are used to create new electronic booking requests. Thus, *Kluss* fails to teach each feature recited in claim 3, and as a result, claim 3 is allowable over *Kluss*.

Claim 4 recites:

> The system according to claim 3, wherein the previously drafted
> electronic booking was a confirmed electronic booking request that
> was confirmed by at least one of the entities registered with the
> system prior to the user or the any other user creating the electronic
> booking request.

Applicants submit first that claim 4 is allowable for substantially the same reasons as claim 3. Applicants further submit that *Kluss* fails to teach or otherwise suggest a system "wherein the previously drafted booking request was a confirmed booking request." *Kluss* does not disclose confirmation of booking requests. Rather it merely provides "[i]f when negotiations are successful ... terms are finalized and a contract (fixture) is drawn up. The system uses the pertinent forms to construct the contract which becomes the binding document between the parties. The system stores the contract in the Contract database." See, e.g., Figures 15 and 16 (Conclude). Accordingly, claim 4 is allowable over *Kluss*.

Claim 5 recites:

> The system according to claim 1, wherein the electronic booking request includes a section which enables the user to request a container be transported, wherein the container is transported from an inland origin to a first vessel, the container is loaded onto the first vessel, the container is transported by the first vessel to a location, the container is discharged from the first vessel and the container is delivered to a destination.

The office action alleges that in the "Abstract of the Invention," *Kluss* discloses the system being used for maritime freight operations enabling a container to be transported. Applicants submit that *Kluss* fails to teach or suggest an electronic booking request that results in a container being "discharged from the vessel and the container is delivered to an inland destination" as recited in claim 5. *Kluss* merely provides for a ship chartering system, it does not teach or suggest discharging cargo from a vessel and delivering it to inland destinations. Accordingly, claim 5 is allowable.

Claim 13 recites:

> A common carrier system comprising:
>
> a common carrier interface enabling a user to create an electronic booking request, submit the electronic booking request to any entity registered with the system and receive confirmation of the electronic booking request from the any entity, wherein the system, responsive to confirmation from the registered entity to the user and registered entity data, generates electronic event notification messages.

The office action alleges that *Kluss* discloses the use of a system comprising a common carrier interface at Fig. 17 and at column 4, lines 34-55. The office action further alleges that *Kluss*

discloses an interface enabling a user to create a booking request, submit the booking request to an entity and then receive confirmation from the entity at column 9, lines 23-29. According to the office action, *Kluss* also discloses the generation of an event notification at column 26, lines 42-53 in the contract that is decided and entered into by both users, the charter and the owner of the ship at column 7, lines 47-76.

Applicants respectfully submit that *Kluss* fails to teach or suggest "creat[ing] an electronic booking request" as recited in claim 13. As discussed above in connection with claim 1, *Kluss* merely provides that a charterer may contact a ship owner via e-mail in order to enter negotiations for completing a charter party contract. *Kluss* also fails to teach or suggest "receiv[ing] confirmation of the electronic booking request from the any entity" as recited in claim 13. As discussed above, *Kluss* merely provides that the system stores a finalized contract in the database. However, *Kluss* fails to disclose any confirmation sent to and received by the user. *Kluss* also fails to teach or suggest "generat[ing] electronic event notification messages as recited in the claim. The cited portion of the references (column 26, lines 42-53) does not disclose electronic event notification messages. Rather, this portion of the reference is merely a sample charter party contract (see column 21, lines 4-5 "[t]he following is a sample charter party contract that may be entered into by charterers and ship owners"). Thus, *Kluss* merely provides that contracts between ship owners and charterers may include clauses imposing requirements that the ship owner keep the charterer apprised of the progress of the shipment. There is no indication that any system would participate in this communication, nor is there any indication that communications between the ship owner and charterer would be generated by any such system. Accordingly, claim 13 is allowable over *Kluss*. Claims 14-16 depend from claim 13 and are allowable for substantially the same reasons as claim 13. More specifically, the portions of *Kluss* cited against the claims relate only to a sample charter party contract. They do not teach or suggest electronic event notification messages as recited in the claims.

CONCLUSION

If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733 accordingly.

All rejections having been addressed, Applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is invited to contact the undersigned at (202) 824-3184.

Respectfully submitted,

BANNER & WITCOFF, LTD.

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